

JUDGE GARDEPH **12 CIV 5638**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

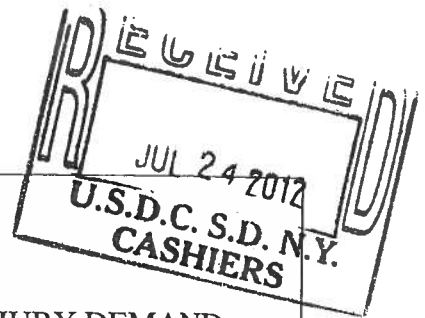
**RENAISSANCE SEARCH PARTNERS  
A NEW YORK LIMITED LIABILITY  
COMPANY**

**-against-**

**RENAISSANCE LIMITED LLC,  
DARRYL MILLER, COLIN  
CUMBERBATCH,  
and ROBERT McCLOUD**

**CIVIL ACTION**

**COMPLAINT AND JURY DEMAND**



Plaintiff, **RENAISSANCE SEARCH PARTNERS, LLC** a New York Liability Company, authorized to do business in New York by its attorney, Sarno & DeFelice LLC , says by way of complaint against the defendants Renaissance Limited, Darryl Miller, Colin Cumberbach, and Robert McCloud:

**INTRODUCTION**

1. This is an action by a New York executive search firm against a New Jersey executive search firm for breach of contract, tortuous interference with a contract, copyright infringement, common law trademark infringement, breach of covenant and fair dealing, and unjust enrichment as to all defendants and a breach of fiduciary duty as to a former Member, defendant Miller, of the New York plaintiff firm.

**THE PARTIES**

2.. Defendant **RENAISSANCE SEARCH PARTNERS**, with its principal business located in New York New York and also does business in the State of New Jersey. The company is an executive search firm. Hereinafter cited

as: **Renaissance Search**. [See Exhibit A].

3. The principal Members of **Renaissance Search** are Andrea Henderson and Tony Brown. Defendant Daryll Miller is a former Member of **Renaissance Search**.
4. The three original Members entered into an Operating Agreement on or about June 30, 2010.
5. Defendant **Renaissance Limited LLC** is an executive search firm with its principal place of business located at 100 Hudson Street, 3<sup>rd</sup> Floor City of Hoboken, County of Hudson, 07030, State of New Jersey.  
  
Hereinafter this defendant will be cited as: **Renaissance Limited**.
6. Upon information and belief, defendant **Darryl Miller** is a Managing Partner of **Renaissance Limited**. Hereinafter this defendant will be cited as: **Miller**.
7. Upon information and belief, defendant **Colin Cumberbatch** is a Managing Partner of **Renaissance Limited**. Hereinafter this defendant will be cited as: **Cumberbatch**.
8. Upon information and belief, defendant **Robert McCloud** is a Managing Partner of **Renaissance Limited**. Hereinafter this defendant will be cited as: **McCloud**.

### **JURISDICTION**

9. The Court has original jurisdiction over the subject matter of this action

pursuant to 28 U.S.C. §1332 based on the diversity of each of the parties and the amount in controversy.

10. This Court has subject matter jurisdiction pursuant to 17 U.S.C. 501 (b) as the Plaintiff is seeking a legal remedy for copyright infringement of its name and protection of its business and reputation in interstate commerce..

11. The Court has original jurisdiction of the person of each defendant pursuant to New York Civil Practice Law and Rules §301 and § 302 (a) (a) (1) (2)(3).

12. Venue is properly placed in this United States District Court based on the citizenship and the principal business location of the plaintiff.

### **BACKGROUND**

13. On or about September 30, 2011 in violation of the Operating Agreement which Defendant **Miller** had with Andrea Henderson and Tony Brown, he left the Plaintiff to form his own executive search firm.

14. To cause confusion in the marketplace, his new executive search firm took the name **Renaissance Limited**.

15. Without permission of his former company, the Plaintiff, **Miller** appropriated its private client list and falsely informed potential customers who are employers that **Renaissance Limited** was the new business name for **Renaissance Search**.

16. Without permission of his former company, the Plaintiff, **Miller** had a website created which was similar and look and appearance to the one done by **Renaissance Search**.

[{Exhibit B and Exhibit C }

He also used copyrighted text by **Renaissance Search** without the permission or without any license from the holder [Exhibit D].

17. Without permission of his former company, the Plaintiff, **Miller** began to actively recruit potential employees for employers through **Renaissance Limited**, misrepresenting that he was performing from a search contract originally done by **Renaissance Partners**. [Exhibit E]

18. In the same way and in the same manner, the defendants collected fees for placements originally intended for the Plaintiff.[Exhibit F]

19. Defendants **Cumberbach** and **McCloud** worked together with **Miller** to harm the business of **Renaissance Search**.

20. Through its Member Andrea Henderson the defendants were sent a Cease and Desist Letter dated September 8, 2011 which they ignored. [Exhibit D ] To protect Renaissance's name and reputation, Ms. Henderson has begun the process of federal trademarking [Exhibit G ]

21. Upon information and belief, **Renaissance Limited** placed an executive with Pershing , a division of Bank of New York, Mellon, and was paid a placement fee of at least \$25,000. The defendants secured this fee by misrepresenting they were actually **Renaissance Search**.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST**  
**DEFENDANT DARYLL MILLER**  
**(BREACH OF CONTRACT)**

22. Plaintiff repeats each and every allegation in paragraphs 1 through 21 as if set forth at length herein.

23. Defendant Miller breached his contractual obligation to **Renaissance Search** by violating the terms of the Operating Agreement. Renaissance Limited and its other members of Renaissance Limited aided Miller in this breach of contract.

24. Such a breach caused financial harm to the Plaintiff.

**WHEREFORE** the Plaintiff **Renaissance Search** demands judgment against defendant **Daryll Miller** for damages, interest, costs of suit, and all further and other relief this Court may deem just and proper.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST**  
**ALL DEFENDANTS**

**(TORTUOUS INTERFERENCE WITH A CONTRACT**  
**WITH CUSTOMERS )**

25. The Plaintiff repeats each and every former allegation 1-24 as if fully stated herein.

26. All defendants named in this suit tortuously interfered with the contract between Pershing, a non party, and the Plaintiff.

27. By informing the existing clients of **Renaissance Search**, that **Renaissance Limited** was the new name for the Plaintiff, they intended then and in the future to tortuously interfere

with other contracts the Plaintiff had with its confidential customers.

28. This tortuous interference led to financial loss to the Plaintiff.

**WHEREFORE** the Plaintiff **Renaissance Search** demands judgment against all defendants. for damages, interest, costs of suit, and all further and other relief this Court may deem just and proper.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST**  
**ALL DEFENDANTS**  
**(COPYRIGHT INFRINGEMENT)**

29. The Plaintiff repeats each and every former allegation 1-28 as if fully stated herein.

31. By the copying of the website text and reproducing the layout used by **Renaissance Partners**, and using its copyrighted material, the defendants infringed on the rights of the holder.

32. By their copyright infringement, the defendants caused financial loss to the Plaintiff.

**WHEREFORE** the Plaintiff **Renaissance Search** demands judgment against all defendants. for damages, interest, costs of suit, and all further and other relief this Court may deem just and proper.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST**  
**ALL DEFENDANTS**  
**(COMMON LAW TRADEMARK INFRINGEMENT)**

33 . The Plaintiff repeats each and every former allegation 1-32 as if fully stated herein.

34. By the intentionally using a business name **Renaissance Limited** , similar to the Plaintiff's business name **Renaissance Search Partners**, and by conducting the same business, i.e. executive search placement, and by informing the private list of the Plaintiff's customers that it was the same company with a different name, the defendants committed common law trade infringement.

35. By their common law trademark infringement, the defendants caused financial loss to the Plaintiff.

**WHEREFORE** the Plaintiff **Renaissance Search** demands judgment against all defendants for damages, interest, costs of suit, and all further and other relief this Court may deem just and proper.

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST**  
**DEFENDANTS RENAISSANCE LIMITED**  
**AND MCCLOUD AND CUMBERBACH**  
**(COMMON LAW BREACH OF COVENANT AND**  
**FAIR DEALING)**

36 . The Plaintiff repeats each and every former allegation 1-35 as if fully stated herein.

37. The Plaintiff has no business contract with defendants **Renaissance Limited** or its Members **Cumberbach** and **McCloud**.

38. However defendants **Renaissance Limited**, **Cumberbach** and **McCloud** aided and abetted **Miller's** breach of the Operating Agreement which he had with the Plaintiff.

39. Their assistance with **Miller** caused financial harm to the Plaintiff.

40. New York's common law tradition allows plaintiffs harmed in this manner to plead a

breach of common law covenant and fair dealing.

**WHEREFORE** the Plaintiff **Renaissance Search** demands judgment against defendants **Renaissance Limited, Cumberbach** and **McCloud** .for damages, interest, costs of suit, and all further and other relief this Court may deem just and proper.

**AS AND FOR A SIXTH CAUSE OF ACTION AGAINST**  
**ALL DEFENDANTS**  
**(UNJUST ENRICHMENT)**

41 . The Plaintiff repeats each and every former allegation 1-40 as if fully stated herein.

42. Defendants **Renaissance Limited** and/or its Members **Miller, Cumberbach** and **McCloud**. used the private client list, the business name, the text of the copyrighted website, to benefit themselves without any compensation to the Plaintiff.

43. They ignored a warning letter [Exhibit D] from the Plaintiff and persisted in gaining financial benefit from their misconduct, by abusing the goodwill which had been created by the Plaintiff.

44. The defendants enriched themselves using the resources and labors of the Plaintiff without any compensation to it. **Renaissance Limited** reaped where it did not sow

45 The Court should not allow the defendants to benefit from this unjust enrichment.

**WHEREFORE** the Plaintiff **Renaissance Search** demands judgment against all defendants, for damages, interest, costs of suit, and all further and other relief this Court may deem just and proper.



**AS AND FOR A SEVENTH CAUSE OF ACTION AGAINST**  
**DARYLL MILLER**  
**(BREACH OF FIDUCIARY DUTY )**

46. The Plaintiff repeats each and every former allegation 1-45 as if fully stated herein.

47. The defendant Daryll Miller was a Member of the Plaintiff LLC, and according to New York Limited Liability Company Law was bound to do his best fiduciary duty to maintain the fiscal health of the company.

48. By his actions, he abandoned his responsibility, caused financial stress to the Company and its Members, misappropriated its proprietary client list, and misrepresented himself and his company to others in the marketplace as if still working for the Plaintiff when in actual fact, he was working for the benefit of a rival competitor, the Defendant..

**WHEREFORE** the Plaintiff **Renaissance Search** demands judgment against all defendants, for damages, interest, costs of suit, and all further and other relief this Court may deem just and proper.

**AS FOR AN EIGHT CAUSE OF ACTION AGAINST**  
**DENNIS MILLER FOR TORTUOUS INTERFERENCE**  
**WITH PLAINTIFF'S CONTRACT WITH GO DADDY**

49 The Plaintiff repeats each and every allegation 1-48 as if fully stated herein.

50 The defendant Dennis Miller when a Member of the Plaintiff contracted with Go Daddy to maintain the Plaintiff's website and to handle e mail between customers and the staff of the Plaintiff.

51. He did the contract in such a way that he was the only Member authorize to change and

or maintain this Contract.

52. When the contract with Go Daddy was completed on or about June 1, 2012 he refused to authorize a renewal of the Contract.

53. The result of this tortuous interference with the contract with Go Daddy is that the Plaintiff's website disappeared from the Internet, and none of the Plaintiff's e mail could send or receive messages.

54. The result of this tortuous interference with the contract with Go Daddy that past, present and future customers assumed the Plaintiff had gone out of business with subsequent harm to the reputation and income.

**WHEREFORE** the Plaintiff **Renaissance Search** demands judgment against **MILLER** the defendant, for damages, interest, costs of suit, and all further and other relief this Court may deem just and proper.

**JURY DEMAND**

Plaintiffs demand a trial by jury.

**PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff demands judgment against all Defendants as follows:

.Against Renaissance Limited for the placement fee paid by Pershing in the amount of \$25,000 plus applicable interest thereon

b. Against all defendants for the harm caused to Renaissance Search Partners for the financial damage done to it by each of the claims for relief:

for whatever amount to be determined at trial but in all events:

- (a) not less than \$150,000 for breach of contract; plus applicable interest;
- (b) not less than \$150,000 tortuous interference with of a contract with customers  
plus applicable interest;
- (c) not less than \$150,000 for copyright infringement, plus applicable interest;
- (d) not less than \$150,000 for common law trademark infringement, plus  
applicable interest;
- (e) not less than \$150,000 for common law breach of covenant and fair dealing,  
plus applicable interest;
- (f) not less than \$150,000 for unjust enrichment, plus applicable interest,.
- (g) not less than \$150,000 for breach of fiduciary duty plus applicable interest
- (h) not less than \$150,000 for tortuous interference with a contract with  
Go Daddy plus applicable interest
- (i) costs and disbursements of this action
- (j). such reasonable attorney fees as the Plaintiff might be entitled under applicable  
law
- (i) such other and further relief as this Court may deem just and proper

**EXHIBITS**

1. Attached herein as Exhibit A is the Plaintiff's name registration with the State of New York.
2. Attached herein as Exhibit B is the Plaintiff's website.
3. Attached herein as Exhibit C is the Defendant Renaissance Limited LLC's website and an e mail from the web designer for Renaissance Limited.
4. Attached herein as Exhibit D is the September 8, 2011 Cease and Desist Letter from Renaissance Search Partners, to Renaissance Limited.
5. Attached herein as Exhibit E is an e mail dated September 22, 2011 from Renaissance Search Partners to Pershing LLC.
6. Attached herein as Exhibit F is a second letter to Pershing dated November 14<sup>th</sup> 2011.
7. Attached herein as Exhibit G is a confirmation letter from the U. S. Patent Office dated December 15, 2011 confirming receipt of the Plaintiff trademark application.

By:   
RONALD A. SARNO, ESQ..

Dated: July 10, 2012

New York, New York

**Sarno & DeFelice LLC**

**Attorney for the Plaintiff**

.....  


By: Ronald A. Sarno, Esq. (RS 5574)

235 West 23<sup>rd</sup> Street 5<sup>th</sup> Floor

New York, New York 10011

Phone: 212-401-4208

**EXHIBIT A**

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through July 6, 2012.

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Selected Entity Name: RENAISSANCE SEARCH PARTNERS LLC

Selected Entity Status Information

**Current Entity Name:** RENAISSANCE SEARCH PARTNERS LLC

**DOS ID #:** 3965536

**Initial DOS Filing Date:** JUNE 23, 2010

**County:** NEW YORK

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

#### Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

C/O UNITED STATES CORPORATION AGENTS, INC.

7014 13TH AVENUE

SUITE 202

BROOKLYN, NEW YORK, 11228

#### Registered Agent

UNITED STATES CORPORATION AGENTS, INC.

7014 13TH AVENUE

SUITE 202

BROOKLYN, NEW YORK, 11228

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

Entity Information

[http://appext9.dos.ny.gov/corp\\_public/CORPSEARCH.ENTITY\\_](http://appext9.dos.ny.gov/corp_public/CORPSEARCH.ENTITY_)**\*Stock Information**

# of Shares	Type of Stock	\$ Value per Share
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No Information Available		
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\*Stock information is applicable to domestic business corporations.

**Name History**

Filing Date	Name Type	Entity Name
JUN 23, 2010	Actual	RENAISSANCE SEARCH PARTNERS LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

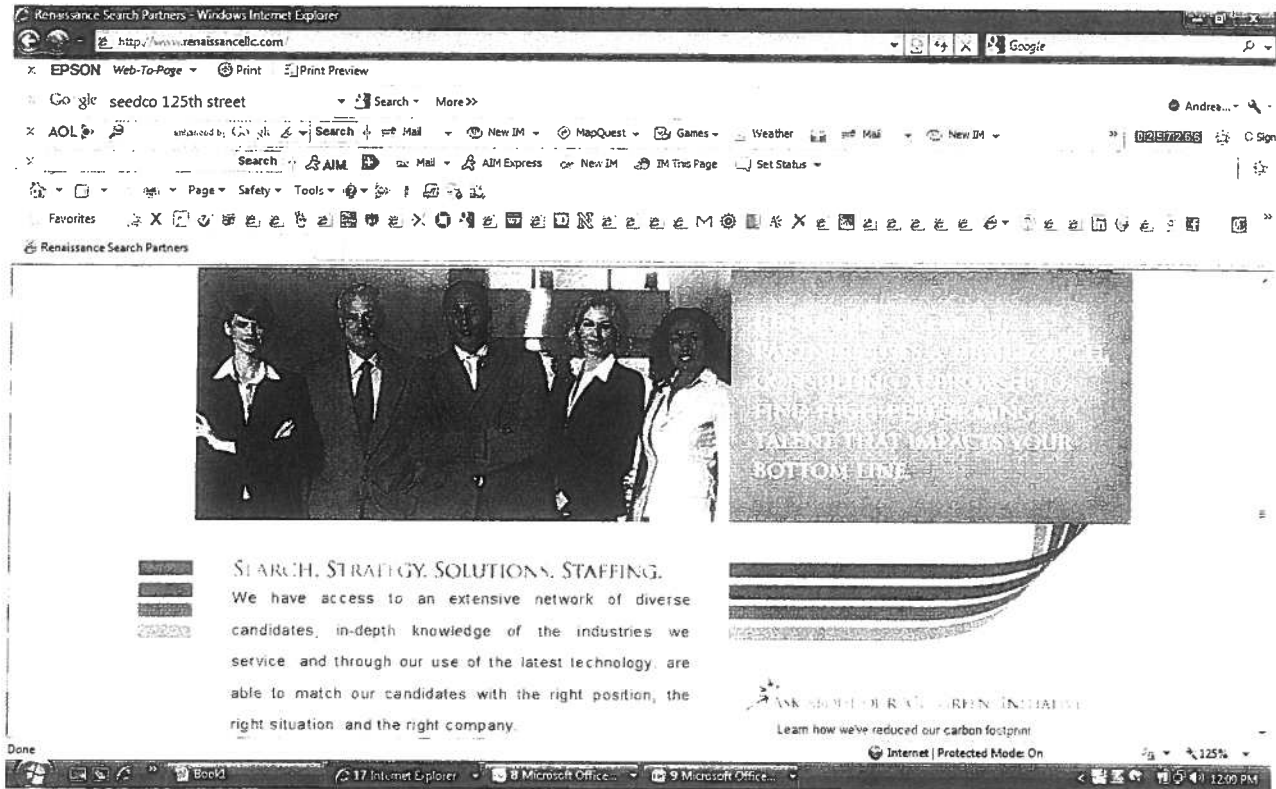
[Search Results](#) [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS](#)  
[Homepage](#) | [Contact Us](#)

**EXHIBIT B**



**ATTACHMENT B**  
**WWW.RENAISSANCELLC.COM**



**EXHIBIT C**

Renaissance Limited, LLC

<http://www.renltld.c>



RENAISSANCE LIMITED, LLC IS AN EXECUTIVE SEARCH COMPANY THAT USES A DISTINGUISHED CONSULTING APPROACH TO FIND HIGHLY QUALIFIED TALENT THAT IS BEST SUITED TO JOIN

NETWORKED • DIVERSIFIED • DRIVEN • FOCUSED

#### What Makes RENAISSANCE LIMITED Unique?

At RENAISSANCE LIMITED, we help companies build superior leadership teams - teams that enable profitability and create a sustainable competitive advantage. Product and service innovations can yield short-term success, but long-term performance is a direct result of leaders who excel. We help companies compete more effectively in this global market by partnering with them to recruit their most valuable asset: their executive talent.



190 Hudson St., 3rd Floor Hoboken, NJ 07030 201.222.3256

ATTACHMENT C  
EMAIL THREAD

----- Original Message -----

Subject: RE: Website is up!  
From: "Dianna Rogers" <[dianna0018@hotmail.com](mailto:dianna0018@hotmail.com)>  
Date: Wed, May 25, 2011 9:27 pm  
To: [darryl@renaissancellc.com](mailto:darryl@renaissancellc.com)

Darryl,

Sorry, just got your message. Can you talk now? If so, give me a call on my cell 814-397-8403.

Thanks,  
Dianna

Subject: Re: Website is up!  
From: [darryl@renaissancellc.com](mailto:darryl@renaissancellc.com)  
Date: Wed, 25 May 2011 20:34:30 -0400  
To: [dianna0018@hotmail.com](mailto:dianna0018@hotmail.com)

Dianna from our computers the website doesnt fill the screen. Looks like it was pasted onto the web site. I will send you a screen shot. If you're free weCan speak now

Sent from my iPhone  
On May 25, 2011, at 8:06 PM, Dianna Rogers <[dianna0018@hotmail.com](mailto:dianna0018@hotmail.com)> wrote:

It won't be any wider but it will be longer depending on the content.

CC: [robert@themccloudgroup.com](mailto:robert@themccloudgroup.com)  
From: [darryl@renaissancellc.com](mailto:darryl@renaissancellc.com)  
Subject: Re: Website is up!  
Date: Wed, 25 May 2011 18:37:12 -0400  
To: [dianna0018@hotmail.com](mailto:dianna0018@hotmail.com)

It doesn't cover the screen is that temporary

Sent from my iPhone

On May 25, 2011, at 4:50 PM, Dianna Rogers <[dianna0018@hotmail.com](mailto:dianna0018@hotmail.com)> wrote:

Darryl and Rob,

The website has been uploaded: <http://www.renltd.com/> As discussed, the home page is up along with the other pages that say Under Construction. Take a look and let me know if you'd like any changes.

Next, let's discuss content for the rest of the site so we can get it finished. Would you like me to take the info from the other Renaissance site and change it a little, or take bits and pieces from similar sites and reword? Let's talk when you get a chance. What time would work for you? Should we all get on a conference call?

Thanks,  
Dianna

**EXHIBIT D**



September 08, 2011

Robert A. McCloud  
100 Hudson St. 3rd Floor  
Jersey City, New Jersey 07030  
201-222-3258

**RE:** Cease & Desist from Copyright and Trademark Infringement

Dear Robert McCloud:

It has come to my attention that you have started an executive search firm with Darryl Miller, named Renaissance Limited, LLC, a firm which has a confusingly similar company name and identical web content to Renaissance Search Partners LLC, an executive search firm in which Darryl was recently a Partner. Since Darryl was a partner in Renaissance Search Partners, an executive search firm, and has continued to work with clients of Renaissance Search Partners on assignments that were started under contracts signed with Renaissance Search Partners, without informing these clients that he has joined a new company, this has exacerbated confusion in the marketplace. My company has spent thousands of dollars advertising and promoting its brand name. This investment has generated widespread and substantial goodwill in the public in the United States. I can draw no other conclusion than that the selection of the name of your company, Renaissance Limited, LLC, was to cause this confusion with Renaissance Search Partners LLC. Regardless of your intent, because this name is deceptively similar to Renaissance Search Partners, and because it has already caused confusion in the marketplace, I demand that you cease and desist from conducting business under this name immediately and in any event, within 5 business days from your receipt of this letter.

Furthermore, it has come to my attention that your website [www.renltd.com](http://www.renltd.com) made an unauthorized use of my copyrightable work [www.RenaissanceLLC.com](http://www.RenaissanceLLC.com) (the "Work") in the preparation of a work derived therefrom. I have reserved all rights in the Work, first published in August 2008. Your work entitled Renaissance Limited, LLC is essentially identical to the Work and clearly used the Work as its basis. (See attachments A, B and C). I demand that you cease and desist from this activity immediately and in any event, within 5 days from your receipt of this letter.

If action is not taken by you to cease and desist within the given time frame, I will have no choice but to take appropriate legal action against you.

Please contact me to confirm that you have taken the requested action by **Thursday September 15, 2011**.

Sincerely,

---

Andrea Henderson  
Managing Director,  
Renaissance Search Partners

cc: Darryl Miller  
Colin Cumberbach  
Tony Brown

Enclosure:  
Attachments A, B & C

Sent via certified mail (and copy by email)

**EXHIBIT E**



**Ronald A. Sarno**

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**From:** Andrea Henderson [andrea@renaissancelc.com]  
**Sent:** Thursday, December 08, 2011 12:45 AM  
**To:** rsarno@dumann.com  
**Subject:** FW: Renaissance Search Partners - Clarification

FYI

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**From:** Andrea Henderson [mailto:andrea@renaissancelc.com]  
**Sent:** Thursday, September 22, 2011 11:22 AM  
**To:** 'nicole.barry@pershing.com'  
**Cc:** 'karmstrong@pershing.com'; 'glischin@pershing.com'; 'jane.sherburne@bnymellon.com'  
**Subject:** Renaissance Search Partners - Clarification

Nicole F; Barry  
Vice President, People Services  
Pershing LLC, a BNY Mellon company  
300 Colonial Center Parkway  
Lake Mary, FL 32746

Dear Nicole,

It has come to our attention that a third party has represented itself in a confusingly similar way to Renaissance Search Partners LLC and has informed our clients that the name of the company has changed to Renaissance Ltd LLC. Renaissance Search Partners LLC has not changed its name. Renaissance Search Partners and Renaissance Ltd. are separate entities and have no association whatsoever. Furthermore, Darryl Miller is no longer with Renaissance Search Partners.

We are alarmed that our contract with Bank of New York Mellon was changed based on this incorrect information. We would love to continue working with you going forward, however if that is not possible, we expect that our contract will be honored with respect to the search(es) started and conducted while it was in place. Furthermore, we would expect that any work performed by Renaissance Search Partners will be compensated according to our contract and payments for this work will be made to Renaissance Search Partners.

Renaissance Search Partners is selective about who we work with. Our clients operate with the highest level of integrity and we know that Bank of New York Mellon (and Pershing Advisor Solutions) is no exception. We know that your commitment to ethics and compliance is at the heart of your business and that your corporate code of conduct specifically mentions your commitment to "doing what is right".

Please let me know how you would like to proceed with respect to the candidates that Renaissance Search Partners has presented, who are currently interviewing with Pershing Advisor Solutions.

Sincerely,

Andrea Henderson

Cc: Kevin Armstrong, Managing Counsel, Pershing Advisor Solutions  
Cc: Garry Lischin, General Counsel, Pershing Advisor Solutions  
Cc: Jane Sherburne, General Counsel, Bank of New York Mellon

Sent via email and certified mail

---  
Andrea Henderson  
Managing Director,  
Renaissance Search Partners

917-677-9711 (office)  
[andrea@renaissancelc.com](mailto:andrea@renaissancelc.com)  
[www.renaissancelc.com](http://www.renaissancelc.com)  
**Twitter: @Pinkyup**

**30 Second Commercial:**

[http://www.youtube.com/watch?v=2zwEdp3aJEE&hl=en\\_GB&fs=1](http://www.youtube.com/watch?v=2zwEdp3aJEE&hl=en_GB&fs=1)

**EXHIBIT F**



November 14, 2011

Mr. Timothy McCabe  
Vice President, Managing Counsel  
Pershing LLC, a BNY Mellon Company  
One Pershing Plaza  
Jersey City, NJ 07399

Dear Mr. McCabe:

Please be advised that Renaissance Search Partners LLC is initiating a formal grievance against Darryl Miller and Renaissance Limited LLC because Mr. Miller has breached his fiduciary responsibility to Renaissance Search Partners LLC as a Partner in the firm. As such, since he is still legally affiliated with Renaissance Search Partners LLC, and because the contract between Renaissance Search Partners LLC and Pershing LLC/ Bank of New York Mellon was in effect at the time the search was performed and the placement of John Berglowe was made (as was uncovered by your internal investigation), payment of the fee for this placement (and potentially others made up to this point) is due to Renaissance Search Partners LLC. Furthermore, please be advised that if Pershing LLC were to make payment to Renaissance Limited LLC, it would be aiding and abetting the breach of fiduciary duty by Mr. Miller and would be subject to legal consequences.

Renaissance Search Partners LLC values its relationship with Pershing LLC, a Bank of New York Mellon company, and would like to continue as a talent acquisition partner per the terms and conditions of the agreement. Please see below for payment instructions:

Make the check payable to: Renaissance Search Partners LLC

Mail the check to:

Andrea Henderson  
Managing Director  
Renaissance Search Partners LLC  
276 5<sup>th</sup> Avenue, Suite 704  
New York, NY 10001

Feel free to contact me with questions or concerns.

Sincerely,

Andrea L. Henderson  
Managing Director,  
Renaissance Search Partners LLC

**EXHIBIT G**

**Ronald A. Sarno**

**From:** andrea@renaissancelc.com  
**Sent:** Thursday, December 15, 2011 2:44 PM  
**To:** rsarno@dumann.com  
**Subject:** Fw: Serial number 85496206: Received Your Trademark/Service Mark Application, Principal Register

I saw that I missed your call. I submitted the application. I will call you to discuss shortly.

Did you get in touch with Tim McCabe?

*Connected by DROID on Verizon Wireless*

-----Original message-----

**From:** teas@uspto.gov  
**To:** andrea@renaissanceLLC.com  
**Sent:** Thu, Dec 15, 2011 19:35:21 GMT+00:00  
**Subject:** Serial number 85496206: Received Your Trademark/Service Mark Application, Principal Register

**MARK:** Renaissance Search Partners (Standard Characters, mark.jpg)  
The literal element of the mark consists of Renaissance Search Partners.  
The mark consists of standard characters, without claim to any particular font, style, size, or color.

We have received your application and assigned serial number '85496206' to your submission. The summary of the application data, *bottom below*, serves as your official filing receipt.

In approximately 3 months, an assigned examining attorney will review your application to determine if all legal requirements are met. Currently, your mark is **not** registered and is considered a "pending" application. The overall process from the time of initial filing to registration or final refusal can take 13-18 months or even longer, depending on many factors; *e.g.*, the correctness of the original filing and the type of application filed. It is **CRITICAL** that you check the status of your application **at least every 3 - 4 months** and promptly contact the Office if a letter (an "Office action") or notice has issued for your application that you did not receive or do not understand. To check the status, please use <http://tarr.uspto.gov>. Do **not** submit status requests to [TEAS@uspto.gov](mailto:TEAS@uspto.gov). Failure to respond timely to any Office action or notice may result in the abandonment of your application, requiring you to pay an additional fee to have your application revived even if you did not receive the Office action or notice.

Please view all incoming and outgoing correspondence at <http://portal.uspto.gov/external/portal/tow>. If your status check reveals an issued Office action or notice that you did not receive, immediately view the action/notice through the USPTO website. The USPTO does not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must ensure that you update your record if your mail and/or e-mail address changes, using the form available at <http://www.uspto.gov/teas/eTEASpageE.htm>.

If you discover an error in the application data, you may file a Voluntary Amendment, at <http://www.uspto.gov/teas/eTEASpageB2.htm>. Do **not** submit any proposed amendment to [TEAS@uspto.gov](mailto:TEAS@uspto.gov), because the technical support team may not make any data changes. **NOTE:** You must wait approximately 7-10 days to submit any Voluntary Amendment, to permit initial upload of your serial number into the USPTO database. The acceptability of any Voluntary Amendment will only be determined once regular examination begins, since the assigned examining attorney must decide whether the change proposed in the amendment is permissible. **Not all errors may be corrected;** *e.g.*, if you submitted the

wrong mark, if the proposed correction would be considered a material alteration to your original filing, it will not be accepted, and your only recourse would be to file a new application (with **no** refund for your original filing).

Since your application filing has already been assigned a serial number, please do **not** contact [TEAS@uspto.gov](mailto:TEAS@uspto.gov) to request cancellation. The USPTO will only cancel the filing and refund your fee if upon review we determine that the application did not meet minimum filing requirements. **The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration.** **NOTE:** The only "exception" to the above is if you inadvertently file duplicate applications specifically because of a *technical glitch* and not merely a misunderstanding or mistake; *i.e.*, if you believe that the first filing did not go through because no confirmation was received and then immediately file again, only to discover later that both filings were successful, then the technical support team at [TEAS@uspto.gov](mailto:TEAS@uspto.gov) can mis-assign and refund one of the filings.

**WARNING:** You may receive unsolicited communications from companies requesting fees for trademark related services, such as monitoring and document filing. Although solicitations from these companies frequently display customer-specific information, including USPTO serial number or registration number and owner name, companies who offer these services are not affiliated or associated with the USPTO or any other federal agency. The USPTO does not provide trademark monitoring or any similar services. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult the USPTO website.

**APPLICATION DATA: Trademark/Service Mark Application, Principal Register TEAS Plus Application**

The applicant, Henderson, Andrea L, a limited liability company legally organized under the laws of New York, having an address of  
 suite 704,  
 276 5th Avenue  
 New York, New York 10001  
 United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 035: Executive recruiting services; Executive search and placement services

In International Class 035, the mark was first used by the applicant or the applicant's related company or licensee at least as early as 06/26/2010, and first used in commerce at least as early as 07/01/2010, and is now in use in such commerce. The applicant is submitting one specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) advertisement used for a journal and an regional business publication.

Specimen-1 [SPE0-14816812710-130904558\_-\_CotillionAd2\_Renaissance.pdf ]

The mark was first used anywhere in a different form other than that sought to be registered at least as early as 12/15/2007, and in commerce at least as early as 12/15/2007.

For informational purposes only, applicant's website address is: [www.renaissanceI.I.C.com](http://www.renaissanceI.I.C.com)







JUDGE GARDEPHE

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

12 CIV 5638

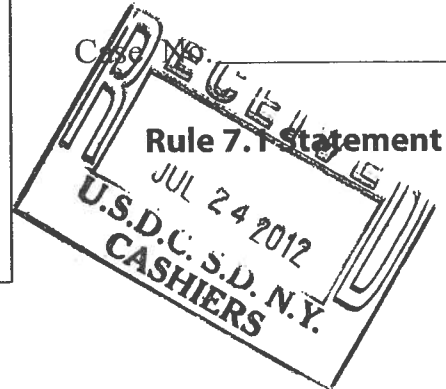
RENAISSANCE SEARCH PARTNERS, A  
NEW YORK LIMITED LIABILITY  
COMPANY

Plaintiff,

-v-

RENAISSANCE LIMITED LLC, DARRYL  
MILLER, COLIN CUMBERBATCH AND  
ROBERT MC CLOUD

Defendant.



Pursuant to Federal Rule of Civil Procedure 7.1 [formerly Local  
General Rule 1.9] and to enable District Judges and Magistrate Judges of the Court  
to evaluate possible disqualification or recusal, the undersigned counsel for

PLAINTIFF

(a private non-governmental party)

certifies that the following are corporate parents, affiliates and/or subsidiaries of  
said party, which are publicly held.

**Date:** 07 13 2012

Signature of Attorney

RS 5574

Attorney Bar Code: NY 2449312

AO 458 (Rev. 06/09) Appearance of Counsel

UNITED STATES DISTRICT COURT

for the

Southern District of New York

Renaissance Search Partners LLC

*Plaintiff*

v.

Renaissance Limited LLC et.al.

*Defendant*

Case No.

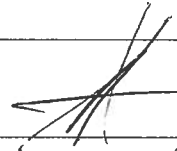
APPEARANCE OF COUNSEL

To: The clerk of court and all parties of record

I am admitted or otherwise authorized to practice in this court, and I appear in this case as counsel for:

Plaintiff

Date: 07/10/2012



*Attorney's signature*

Ronald A. Sarno, Esq. RS 5574 NY: 2449312

*Printed name and bar number*

Sarno & DeFelice LLC  
235 West 23rd Street 5th Floor  
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*E-mail address*

(212) 401-4208

*Telephone number*

(212) 505-6444

*FAX number*

**CIVIL ACTION NUMBER:**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

=====

**RENAISSANCE SEARCH PARTNERS A NEW YORK LIMITED  
LIABILITY COMPANY**

**Plaintiff**

**-against-**

**RENAISSANCE LIMITED LLC, DARRYL MILLER,  
COLIN CUMBERBATCH, AND ROBERT MC CLOUD**

**DefendantS**

=====

**CIVIL COVER SHEET, SUMMONES IN A CIVIL ACTION,  
COMPLAINT WITH EXHIBITS, RULE 7.1 STATEMENT,  
APPEARANCE OF PLAINTIFF COUNSEL**

=====

***SARNO & DEFELICE, LLC***  
**Attorneys for Plaintiff**  
**235 West 23<sup>rd</sup> Street, 5<sup>th</sup> Floor**  
**New York, New York 10011**  
**(212) 401-4208**  
**Fax: (212) 505-6444**

 **Signature**

.....  
**By: Ronald A. Sarno, Esq. (RS 5574)**  
**Direct Phone: 212-401-4208**